

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600451-08/GMG - Term Contract for Roads and Bridges Sweeping Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award IFB-600451-08/GMG –Term Contract for Roads and Bridges Sweeping Services to ProSweep Central Florida, St. Cloud (Estimated Not-to-Exceed \$102,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

IFB-600451-08/GMG will provide for roads and bridges sweeping services throughout the County, which consist of removing or otherwise cleaning of debris from designated areas within the limits of the Seminole County Maintained Road System. Areas to be cleaned will be curb and gutter, valley gutter, bridge decks and curbs, intersections, turn lanes and all paved areas as designated by the County. This project was publicly advertised and the County received three (3) submittals in response to the solicitation. Consideration was given to the responsibility, responsiveness and past performance of the firm. The Review Committee, comprised of Jimmie Beach, Program Manager, Roads and Stormwater; Neal Miller, Engineering Inspector, Roads and Stormwater; and Owen Reagan, Program Manager/Principal Engineer, Roads and Stormwater, evaluated the responses and recommends award to the lowest responsive, responsible bidder, ProSweep Central Florida, St. Cloud.

Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The total amount paid to the Contractor pursuant to this agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for roads and bridges sweeping services. The estimated annual usage of the contract is \$102,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award IFB-600451-08/GMG - Term Contract for Roads and Bridges Sweeping Services to ProSweep Central Florida, St. Cloud (Estimate Not-to-Exceed \$102,000.00 per year).

ATTACHMENTS:

1. Agreement
2. Evaluations
3. Tabulation Form

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

**TERM CONTRACT FOR ROADS AND BRIDGES SWEEPING SERVICES
(IFB-600451-08/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PROSWEEP CENTRAL FLORIDA, LLC**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 701288, St. Cloud, Florida 34770, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide roads and bridges sweeping services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide roads and bridges services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for roads and bridges sweeping services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Department of Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773

Roads/Stormwater Division
177 Bush Boulevard
Sanford, FL 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's

Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following require-

ments:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and

shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit Each Occurrence Limit	\$300,000.00 \$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-


accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS.  Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by

the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be

honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Department of Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONTRACTOR:

Prosweep Central Florida, LLC
P.O. Box 701288
St. Cloud, FL 34770

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

PROSWEEP CENTRAL FLORIDA, LLC

Witness

Print Name

Witness

Print Name

By: _____
RICHARD ROBINSON, President

Date: _____

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
9/16/08

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

Exhibit "A"**Section 4 -
Price Schedule**

Section 3

paragraph ①

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PROJECT: **Term Contract for Roads and Bridges Sweeping Services**
COUNTY CONTRACT NO. **IFB-600451-08/GMG**

Name of Bidder: Pro Sweep Central FloridaMailing Address: PO Box 701288

Street Address: _____

City/State/Zip: ST CLOUD FL 34770Phone Number: (407) 498 0011FAX Number: (407) 498 0012

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Item	Estimated quantity per Year	Description	Unit Cost per Mile	Extended Cost
1	4,500 miles	Road and Bridge Sweeping Services	\$20.99	94,455
2	250 miles	Work request sweeping	\$30.00	7,500
		Total Bid		\$101,955.00

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 28th day of August, 20 08.

Pro Sweep Central Florida
(Name of BIDDER)

Richard Rebinson
(Signature of person signing FORM)
Richard Rebinson - President
(Printed name and title of person signing FORM)

Section 1 – Description of Services

The Contractor will be responsible for road and bridge sweeping services which consist of removing or otherwise cleaning of debris from designated areas within the limits of the Seminole County Maintained Road System. Authorization for services by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County and based on approved schedule.

Areas to be cleaned will be curb and gutter, valley gutter, bridge decks and curbs, intersections, turn lanes and all paved areas as designated by the County. Contractor must keep track of the cubic yards of debris removed and log it on the supplied work sheet. Contractor must keep the County's cubic yards of debris separated from other work and be responsible of providing the Engineering Inspector with monthly dump tickets and identify the debris that has been properly disposed of. Turn-out areas at intersections must be swept back to the right of way, and the mileage will be reflected in the total miles for those roads. There will be no additional mileage for turn-outs.

These specifications and special provisions are end-result oriented. Although the sweeping activity is expected to be accomplished by primarily mechanical and vacuum sweeping, however, these specifications are not intended to be restrictive or limit other mechanical techniques that may achieve the specified and desired quality. Contractor is responsible for compliance. Spot sweeping or cleanup for accidents and/or load spills will be the responsibility of Seminole County Roads-Stormwater Division.

1. **WORK STATUS:** The contractor shall notify the Roads-Stormwater Engineering Inspector daily of the location of sweeping activity and inform the inspector of the status of the previous day's work effort whether completed or not, by 8:00 a.m. This may be done by email, fax, or in person.
2. **WORK HOURS:** Roadway sweeping may be performed during any hours provided schedules are arranged to afford minimum interference with traffic and are approved by the Roads-Stormwater Program Manager or his designee. Special schedules may be established because of problems with noise or similar discomforts affecting citizens in homes or buildings adjacent to the roadway facility. Special schedules shall be in writing. See "Public Safety and Convenience".
3. **PUBLIC SAFETY AND CONVENIENCE:** In the Contractor's use of streets and highways for the work to be done under these specifications, he shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of services performed, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Roads-Stormwater Program Manager or designee.

No more than one-half (1/2) the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Roads-Stormwater Program Manager or designee.

4. **SAFETY:** When a mechanical sweeper is used on the roadway, it shall have a "Slow Moving Vehicle" sign mounted on the rear with a Type B high intensity warning light mounted on top of the vehicle. Additionally a sequencing arrow panel in conformance with Section 6D6 of the Manual of Traffic Control or current standard, and Safe Practices will be mounted on the top rear of the vehicle. All sweeping shall be accomplished "with" or in the same direction as the traffic. Sweeping against or opposing the traffic will be permitted only if the lane occupied by the sweeping equipment is completely blocked in accordance with the Manual on Traffic Control.
5. **DUST CONTROL:** The sweeping operation shall not create excessive airborne dust or other particulate as determined by the Roads-Stormwater Program Manager or his designee.
6. **PARKED VEHICLES:** Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.
7. **DISPOSAL OF DEBRIS:** Disposal of debris shall be the responsibility of the Contractor and in accordance with all rules and regulations in effect at the time of disposal. Debris may be stockpiled on the right-of-way for a maximum of 5 days for later removal by the Contractor. Contractor will be responsible for restoring the area back to original condition or better. Stockpile location will require prior approval by the Engineering Inspector and pictures taken before use and after restoration by the Contractor. Cost involved with the disposal of debris and any restoration shall be included in the contract unit price. Stockpile locations will require prior approval of the Road Division Inspector. Cost involved with the disposal of debris shall be included in the contract unit price(s).
8. **QUALITY:** Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Roads-Stormwater Engineering Inspector, regardless of the number of sweeping passes required to achieve the specified quality.
9. **PAYMENT:** Payment will be made for miles completed and accepted to the nearest one hundredth of a mile. Monthly Pay Requests are submitted to the Roads-Stormwater Engineering Inspector for review on approval. Final approval is made by the Roads-Stormwater Program Manager. Upon completion of work, final payment request is reviewed, verified and approved. All final documents submitted by the Contractor are reviewed and approved by the Roads-Stormwater Engineering Inspector and forwarded to the Roads-Stormwater Program Manager for final approval.
10. **TYPE OF EQUIPMENT:** Elgin Eagle, Tymco Model 600 or similar vacuum-type air machine(s) and mechanical rotary broom sweeper(s) shall be required to support this Annual Requirement contract.

Exhibit "B"

PURCHASE ORDER
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

03/22/05

Page - 1

Order Number

12501 000 C

Shipped From:

Branch/Plant:

Requestor:

Ship To:

SAMPLE PURCHASE ORDER

Delivery: On an as needed basis

Ship prepaid add freight to invoice

Division contact for the order is Déana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200.530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -
Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 *** Total Order

Purchasing Agent:

COHEN, BETSY

Consensus Form

APPLICANTS NAMES (IN ALPHABETICAL ORDER) :

Central Sweeping Service, Inc.
Prosweep Central Florida
USA Services of Central Florida, Inc.

REVIEW COMMITTEE MEMBERS:

Gregory D. Reagan 9/10/08
Jim Gault 9-10-08
Paul D. Miller 9-10-08

RECOMMENDATION FOR AWARD:

DATE:

PRO SWEEP CENTRAL FLORIDA

9-10-08

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Price Proposal / Past Performance/Compliance with Bid Requirements

- ① PRO SWEEP BID PRICE FOR ROUTINE SWEEPING IS LOWEST.
- ② PRO SWEEP PERFORMANCE HAS MET COUNTY STANDARDS IN PREVIOUS CONTRACT.
- ③ PRO SWEEP TEAM FAMILIAR WITH ALL COUNTY MAINTAINED STREET UNDER SWEEPING MAINTENANCE.
- ④ VERY MINIMAL COMPLAINTS FROM RESIDENTS THAT WERE INVESTIGATED AND FOUND TO BE UNSUBSTANTIATED.

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: IFB-600451-08/GMG

BID TITLE: Term Contract for Roads and Bridges Sweeping Services

OPENING DATE: September 3, 2008 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

	Response 1	Response 2	Response 3
	Prosweep Central Florida P.O. Box 701288 St. Cloud, FL 34770 (407) 498-0011 – Phone (407) 498-0012 – Fax Richard Robinson	USA Services of Florida, Inc. P.O. Box 520580 Longwood, FL 32750 (321) 214-1607 – Phone (407) 339-0241 – Fax Michael Latanza	Central Sweeping Service, Inc. 771 Business Park Blvd. Winter Garden, FL 34787 (407) 654-4656 – Phone (407) 654-9288 – Fax Susannah V. Mena
Item 1 – Sweeping Services	\$94,455.00	\$98,775.00	\$103,995.00
Item 2 – Work Request	\$ 7,500.00	\$ 5,487.50	\$ 4,500.00
Total Amount of Bid	<u>\$101,955.00</u>	<u>\$104,262.50</u>	<u>\$108,495.00</u>
Conflict of Interest Statement	Included	Included	Included
Compliance with Public Records Law	Included	Included	Included
Bidder's Certification	Included	Included	Included
Recognized Addendum	Yes	Yes	Yes

Tabulated by: Gloria M. García, Senior Procurement Analyst (Posted 9/3/2008 @ 3:00 PM)
 Recommendation of Award: TBD